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T.R.A. DOCKET ROOM

June 3, 2004

Honorable Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: *Petition for Arbitration of Cellco Partnership d/b/a Verizon Wireless*

Petition for Arbitration of BellSouth Mobility LLC, BellSouth Personal Communications, LLC; Chattanooga MSA Limited Partnership; Collectively d/b/a Cingular Wireless

Petition for Arbitration of AT&T Wireless, LLC d/b/a AT&T Wireless

Petition for Arbitration of T-Mobile USA, Inc.

Petition for Arbitration of T-Mobile Spectrum L.P. d/b/a T-Mobile

Docket No. 03-00585

Dear Chairman Tate:

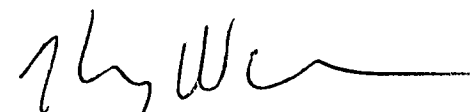
Enclosed for filing is the original and 13 copies of the Direct Testimony for Greg Tedesco on behalf of T-Mobile USA, Inc

If you have any question, please contact me

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By


Henry Walker

HW/pp
Enc

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100981-121
6/3/2004

LAW OFFICES
414 UNION STREET • SUITE 1600 • PO BOX 198062 • NASHVILLE • TN • 37219
TELEPHONE 615 244 2582 FACSIMILE 615 252 6380 www.boultcummings.com

IN RE:

**PETITION FOR ARBITRATION OF CELLCO PARTNERHSIP
D/B/A VERIZON WIRELESS**

**PETITION FOR ARBITRATION OF BELL SOUTH MOBILITY
LLC; BELL SOUTH PERSONAL COMMUNICATIONS, LLC;
CHATTANOOGA MSA LIMITED PARTNERSHIP;
COLLECTIVELY D/B/A CINGULAR WIRELESS**

**PETITION FOR ARBITRATION OF AT&T WIRELESS , LLC
D/B/A AT&T WIRELESS**

PETITION FOR ARBITRATION OF T-MOBILE USA, INC.

**PETITION FOR ARBITRATION OF T-MOBILE SPECTRUM L.P.
D/B/A T-MOBILE**

**CONSOLIDATED
DOCKET NO.
03-00585**

DIRECT TESTIMONY

OF

OF GREG TEDESCO

**ON BEHALF OF
T-MOBILE USA, INC.**

Filed June 3, 2004

1 **Q. Please state your name and address.**

2 A. My name is Gregory Tedesco My business address is 2380 Bisso Lane, Concord,
3 CA 94520.

4 **Q. By whom are you employed and in what capacity?**

5 A. I am a Director of Regulatory Affairs for T-Mobile USA, Inc (“T-Mobile

6 **PURPOSE AND SCOPE OF TESTIMONY**

7 **Q. What is the purpose of your testimony?**

8 A. The purpose of my testimony is to provide information regarding T-Mobile and
9 its operations, T-Mobile’s relationship and experience with rural Independent
10 Local Exchange Carriers (“Rural ILECs”) generally and the Rural Coalition of
11 Small LECs and Cooperatives in Tennessee (collectively referred to herein as “the
12 Coalition” or “Coalition Members”) in particular, as well as certain of the issues
13 in dispute in this arbitration proceeding In order to avoid repetition and expedite
14 the arbitration process, T-Mobile, AWS, Cingular Wireless, Sprint, and Verizon
15 Wireless (collectively the “CMRS Providers”) have each assumed primary
16 responsibility for certain designated issues in the arbitration in their testimony.
17 My testimony will also address the following areas and related issues:

Area	Issue No
<ul style="list-style-type: none">• T-Mobile’s network and numbering resources.	Background
<ul style="list-style-type: none">• T-Mobile’s transiting agreement with BellSouth and conversion to meet point billing.	Background
<ul style="list-style-type: none">• T-Mobile’s affiliates seeking interconnection	ICO 4

• Scope of Traffic Subject to Reciprocal Compensation	CMRS 2
• Compensation/Dialing Parity	CMRS 12

To the extent not otherwise addressed by my specific testimony, and for the limited purposes of this consolidated arbitration, T-Mobile generally concurs with the testimony submitted by the other CMRS Providers regarding those areas for which that CMRS Provider has assumed primary responsibility and submitted testimony.

Q. Would you please outline your educational background and business experience as it relates the provision of telecommunications services generally and commercial mobile radio services in particular?

A. I have a Bachelors of Arts from the University of California at Berkley I have over 25 years in the telecommunications field with particular focus on the wireless industry I have worked for both a wireline company – Pacific Bell – and wireless companies –Vodafone/AirTouch Cellular before T-Mobile– in multiple business disciplines. I have extensive knowledge and experience in network and operations, technology and planning, sales and marketing, external affairs and public policy I also have intimate knowledge of the wireline and wireless infrastructure, as well as product and service offerings. As a wireline employee, I led the largest interconnect negotiation of its kind at the time between Pacific Bell and LA Cellular. As a wireless employee, I developed the national interconnection guidelines used by one of the largest wireless carriers at the time, AirTouch Cellular.

1 **Q. Could you briefly describe your responsibilities in your current position?**

2 A. Yes. In my current position I manage the national interconnection strategies for
3 T-Mobile, which include interconnection negotiation, cost analysis and regulatory
4 activity at both the federal and state levels. As part of my responsibilities, I am
5 required to understand and help implement on a day-to-day basis the rights and
6 obligations of T-Mobile imposed by the Communications Act of 1934 as
7 amended by the Telecommunications Act of 1996 (“ the Act”) and the resulting
8 rules and regulations of the Federal Communications Commission (“FCC”) and
9 the state public utility authorities.

10 **Q. Have you testified previously before any state regulatory commissions?**

11 A Yes, I have testified before the Missouri Public Service Commission on
12 interconnection related matters and the California Public Utilities Commission on
13 numbering issues.

14 **CMRS PROVIDER’S SERVICE**

15 A. **Identification of T-Mobile Contracting Entity (ICO Issue 4)**¹

16 **Q. What T-Mobile entity will be the contracting party for the purpose of**
17 **entering an Interconnection and Reciprocal Compensation Agreement with**
18 **an ICO in Tennessee?**

19 A: T-Mobile, on behalf of its Powertel affiliates Powertel/Memphis, Inc.,
20 Powertel/Kentucky, Inc., Powertel/Birmingham, Inc., and Powertel/Atlanta, Inc.,
21 provides Commercial Mobile Radio Service in the State of Tennessee and will be
22 the contracting entity for all purposes in this arbitration.

¹ All references to “Issue Nos ” are to those issues identified in the Joint Issues Matrix filed March 3, 2004 in this docket

6

1 **B. T-Mobile's Current Tennessee Interconnection Agreements**

2 **Q: Please identify each Local Exchange Carrier ("LEC") with whom T-Mobile**
3 **has an interconnection agreement regarding the exchange of traffic in**
4 **Tennessee.**

5 A. T-Mobile currently has an interconnection agreement regarding the exchange of
6 traffic in Tennessee with BellSouth Telecommunications, Inc. and Citizens
7 Telecommunications Company of Tennessee, LLC ("Citizens). Those
8 agreements, including amendments, have been approved by and filed with the
9 Tennessee Regulatory Authority ("TRA"). In addition, I would note that T-
10 Mobile has successfully negotiated agreements covering direct and indirect
11 interconnection with numerous independent LECs throughout the country
12 including several in other BellSouth states

13 **C. The T-Mobile Network in Tennessee**

14 **Q. Please provide an overview of the T-Mobile network in Tennessee.**

15 A. T-Mobile has Mobile Switching Centers (MSCs) located in Memphis and
16 Nashville. T-Mobile's network is connected to the four (4) BellSouth tandems in
17 Tennessee (Chattanooga, Nashville, Jackson, and Memphis) as well as one (1)
18 Citizens' tandem (Cookeville), over a leased private line network. T-Mobile also
19 has approximately four hundred and sixty-four (464) wireless communication
20 facilities strategically located throughout the State in order to originate and
21 terminate calls to and from T-Mobile's end users.

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19 has approximately four hundred and sixty-four (464) wireless communication
20 facilities strategically located throughout the State in order to originate and
21 terminate calls to and from T-Mobile's end users.

22

23

1 **D. T-Mobile's Numbering Resources in Tennessee (CMRS Issue 12)**

2 **Q. Please provide an overview of the NPA-NXXs assigned to T-Mobile in**
3 **Tennessee.**

4 T-Mobile's numbering resources in Tennessee currently consist of approximately
5 fifty-three (53) NPA-NXX codes (either full codes or various blocks within the
6 full codes) rated to at least 19 different rate centers throughout the State of
7 Tennessee. Attached hereto as "Exhibit A" is a chart containing the NPA-NXX
8 codes currently assigned to T-Mobile in Tennessee; the BellSouth Rate Center to
9 which each NPA-NXX is associated in the LERG, the local calling areas
10 associated with that rate center, and the identity of the Coalition Member(s) that
11 appear to have rate centers within that area that would otherwise allow an end-
12 user to call the LEC Rate Center associated with certain T-Mobile NPA-NXXs on
13 a local basis.

14 **E. T-Mobile's Arrangements with BellSouth to Transit Traffic**

15 **Q. Can you explain in general terms what arrangements T-Mobile has made to**
16 **exchange traffic with third-party carriers in Tennessee with whom it does**
17 **not yet have an interconnection agreement?**

18 **A** Yes. As a general matter, T-Mobile's interconnection agreement with BellSouth
19 provides for BellSouth to deliver T-Mobile's traffic to third-party carriers that
20 subtend the BellSouth tandem (i.e., transit traffic) and to likewise deliver the
21 third-party's traffic to T-Mobile. Although T-Mobile pays BellSouth for
22 delivering its traffic to third-party carriers, it does not receive payment for
23 terminating the third-party traffic that is otherwise delivered to T-Mobile by

1 BellSouth from third-party carriers, including but not limited to traffic originated
2 by Coalition end users.

3 **Q. What compensation historically flowed between T-Mobile, BellSouth, and an**
4 **ICO for a mobile originated call that BellSouth transited to an ICO for**
5 **termination to the ICO's customer?**

6 A. Under the original interconnection agreement between T-Mobile (through its
7 predecessor Powertel) and BellSouth, dated September 23, 2000, T-Mobile paid
8 BellSouth at the rate of \$0.002 per minute of use for transiting services. In
9 addition, this agreement provided that T-Mobile would compensate BellSouth for
10 any "charges that the [BellSouth] may be obligated to pay to the [terminating
11 carrier]." Although the term "obligated to pay" is not defined in the agreement, it
12 is my understanding that this additional charge was intended to compensate
13 BellSouth for appropriate charges BellSouth paid to, among others, a Rural ILEC
14 that terminated T-Mobile traffic transited by BellSouth.

15 **Q. How did BellSouth indicate what charges were supposedly due for transiting**
16 **T-Mobile's traffic to third-party carriers in Tennessee?**

17 A As a general matter, it is my understanding that BellSouth would send T-Mobile
18 monthly invoices which would identify the total number of minutes of use
19 ("MOUs") that BellSouth transited to third-party carriers during the previous
20 month and charge T-Mobile \$ 0020 per MOU for the transiting function. It is my
21 understanding that this was referred to as "Intermediary Non-Settlement" traffic
22 on the invoices. In addition, the BellSouth invoices would include charges for so-
23 called "Intermediary Settlement" traffic". It is my understanding that these

1 charges included the \$.002 transiting charge plus BellSouth's attempt to recover
2 charges it incurred when it transited the traffic to the third-party carriers.

3 **Q. Do you know how much, if any T-Mobile Intermediary Traffic, was transited**
4 **to Coalition Members?**

5 A No. The BellSouth invoices do not identify the third-party carrier to whom it
6 transits T-Mobile traffic. The invoices simply identify an aggregate number of
7 transited MOUs (generally referred to as "Intermediary Traffic") but do not
8 identify any particular carrier. In addition, T-Mobile does not currently measure
9 the amount of Telecommunications Traffic it originates for termination with any
10 particular carrier in Tennessee although we are continually looking into potential
11 system upgrades which would provide us with the capability of efficiently
12 measuring this traffic.

13 **Q. How does T-Mobile compensate BellSouth today for a mobile originated call**
14 **that BellSouth transits to a third-party carrier?**

15 A. Under the current interconnection agreement between T-Mobile and BellSouth,
16 which was approved by the TRA on September 29, 2003 in Docket No 03-00434.
17 T-Mobile pays BellSouth at the rate of \$0.002 per minute of use for transit
18 charges. This agreement includes a so-called "Meet Point Billing Arrangement"
19 which, based on my understanding, was intended to allow BellSouth to create
20 billing records that it could then pass on to both T-Mobile and third party carriers
21 (e.g., Coalition Members) so that they could directly bill one another for any
22 appropriate termination charges.

23

1 **Q. Do you know how much, if any T-Mobile Intermediary Traffic, is currently**
2 **being transited to Coalition Members?**

3 A No. As discussed above, the BellSouth invoices do not identify the third-party
4 carrier to whom it transits T-Mobile traffic and T-Mobile does not currently have
5 the mechanism in place to measure such traffic.

6 **NEGOTIATIONS WITH THE COALITION**

7 A. **T-Mobile's Individual Negotiation Experience with Coalition Members Prior**
8 **to the Consolidated Proceeding**

9 **Q. Did T-Mobile have interconnection negotiations with any Coalition prior to**
10 **the collective negotiations that preceded the filing of the T-Mobile arbitration**
11 **petition?**

12 A Not that I am aware of.

13 **SCOPE OF THE CMRS – COALITION INTERCONNECTION AGREEMENT**
14 **(CMRS Issues 2)**

15 **Q. What is the scope of traffic covered by reciprocal compensation?**

16 A. All intraMTA traffic exchanged between a LEC and a CMRS Provider is subject
17 to reciprocal compensation under the Act. 47 C.F.R. Section 51.701(b), clearly
18 defines local telecommunications traffic for purposes of reciprocal compensation
19 as “telecommunications traffic exchanged between a LEC and a CMRS provider
20 that, at the beginning of the call, originates and terminates within the same Major
21 Trading Area, as defined in § 24.202(a) of this chapter” Section 51.703(b) of the
22 FCC Rules further states that “a LEC may not assess charges on any other
23 telecommunications carrier for telecommunications traffic that originates on the

1 LEC's network." The FCC has specifically forbidden the imposition of access
2 charges as compensation for the transport and termination of local
3 telecommunications traffic: "We reiterate that traffic between an incumbent LEC
4 and a CMRS network that originates and terminates within the same MTA
5 (defined based on the parties' locations at the beginning of the call) is subject to
6 transport and termination rates under section 251(b)(5), rather than interstate or
7 intrastate access charges." *First Report and Order*, ¶ 1043, 11 FCC Rcd 15499.
8 This principle has been reiterated by the FCC and various Commissions on
9 several occasions.

10 **Q. Does that mean that a land-originated call to a CMRS Provider that**
11 **originates and terminates within the same MTA is subject to reciprocal**
12 **compensation even if it crosses exchange boundaries?**

13 **A.** Yes, I am not aware of any exceptions to the intraMTA rule discussed above.

14 **COMPENSATION/DIALING PARITY**

15 **(CMRS Issue 12)**

16 **Q. Must a Coalition Member provide dialing parity and charge its end users the**
17 **same rates for calls to a CMRS NPA/NXX as calls to a landline NPA/NXX in**
18 **the same rate center?**

19 **A.** Yes In addition to the factors noted in the Testimony of Billy Pruitt submitted on
20 behalf of Sprint, I would add that the Coalition's continued refusal to do so is a
21 matter of basic fairness to consumers. In brief, the Coalition seems to insist that
22 its members be allowed to treat CMRS codes/blocks any way it likes which
23 essentially means that they will continue to send such traffic through an IXC and

1 continue to receive originating access charges and avoid paying any termination
2 compensation to the CMRS provider. What this really means is that the consumer
3 is forced to pay toll or access charges for a call that is undoubtedly "local "

4 For example, T-Mobile has five (5) thousand blocks in an NPA-NXX code
5 (i.e., 931-339) rated to the BellSouth Tandem in Fayetteville. The McBurg rate
6 center, an Ardmore rate center, is within the local calling scope of the Fayetteville
7 rate center. Thus, a land-originated call from McBurg to a BellSouth customer
8 whose number is rated to Fayetteville should be within the Ardmore customer's
9 local calling plan. That is, the Ardmore customer should be able to dial that
10 number on a seven (7) digit basis and without any toll charges.

11 Although the T-Mobile codes in Fayetteville may currently be treated as a
12 local call by Ardmore, it is my understanding that Ardmore (like the other
13 Coalition Members) takes the position that as a general matter they are not
14 obligated to treat CMRS codes in the same way they treat landline codes. Thus,
15 the Coalition Members seem to assert, at least theoretically, that it is appropriate
16 to subject a land-originated call from McBurg to one of T-Mobile's Fayetteville
17 numbers as a toll call even though a land-originated call from McBurg to a
18 BellSouth number in that same rate center would be treated as local. The problem
19 is even more stark if T-Mobile tries to rate a code to the McBurg rate center itself
20 since in that instance a call from an Ardmore end-user to his neighbor across the
21 street will be local if it is to his neighbor's landline number but subject to toll
22 charges (or even access charges) if the call is to his mobile number even though
23 both numbers are rated to the same rate center.

1 With the advent of local number portability, the inequity becomes even
2 more magnified. For example, assume that a wireless customer has a number
3 rated to the McBurg rate center and land-originated calls from wireline customers
4 in McBurg to that number are subject to toll. Now, the wireless customer ports
5 his number to Ardmore. As I understand the Coalition position, the call would
6 now be treated as "local" and no toll charges would be imposed. The situation
7 seems equally problematic when a wireline number is ported to a wireless carrier
8 since calls to that number that were once local would now be treated as toll.

9 In addition to the issues noted above, I would add that requiring a landline
10 customer to dial additional digits to reach a CMRS number that is otherwise rated
11 to a rate center within the local calling scope of the landline customer places an
12 undue burden on the landline customer and unfairly discourages the use of
13 wireless service.

14 Although I am not in a position to offer a legal opinion, from a purely
15 practical and common sense vantage point, the refusal of the Coalition members
16 to recognize CMRS codes and to subject their customers to toll/access charges,
17 seems discriminatory, anti-competitive and, above all, harmful, to consumers.

18 **Q. Does this conclude your Testimony?**

19 **A. Yes.**

EXHIBIT A

T-Mobile Numbering Resources in Tennessee & Local Calling Scope of Coalition Members

Rate Center	ILEC	NPA	NXX (Whole Codes and/or Thousand Blocks)	Coalition Members that Appear to have Local Calling to ILEC Rate Center Based on Information from www.areacode-info.com
BROWNSVL	BellSouth	731	326	Millington Telephone Company, Inc.
CHATTANOOGA	BellSouth	423	227, 255, 313, 314, 316	Century Tel of Ooltewah-Collegedale, Inc
CLARKSVL	BellSouth	931	338	
CLEVELAND	BellSouth	423	331	Century Tel of Ooltewah-Collegedale, Inc
COLUMBIA	BellSouth	931	505	
COOKEVILLE	Citizens	931	529	Twin Lakes Telephone Cooperative Corporation
DYERSBURG	BellSouth	731	325	Yorkville Telephone Cooperative
FAYETTEVL	BellSouth	931	339	Ardmore Telephone Company, Inc.
JACKSON	BellSouth	731	313	
JACKSON	BellSouth	731	444	
LEWISBURG	BellSouth	931	246	Tennessee Telephone Co (TDS)
LYNCHBURG	BellSouth	931	998	
MANCHESTER	BellSouth	931	570	Ben Lomand Rural Telephone Cooperative, Inc.
MEMPHIS	BellSouth	901	214, 215, 216, 246, 283, 335, 336, 337, 338, 340, 428, 438, 550, 857, 921	
NASHVILLE	BellSouth	615	238, 243, 275, 299, 335, 397, 423, 424, 481, 482, 522, 525, 554, 587, 668, 720	Dekalb Telephone Cooperative, Inc (Wilson County Only)
PULASKI	BellSouth	931	371	Ardmore Telephone Company, Inc.
RIPLEY	BellSouth	731	324	
SHELBYVL	BellSouth	931	735	Ben Lomand Rural Telephone Cooperative, Inc
TULLAHOMA	BellSouth	931	571	Ben Lomand Rural Telephone Cooperative, Inc.
WINCHESTER	BellSouth	931	327	

CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2004, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Overnight	Stephen G. Kraskin Kraskin, Lesse & Cosson, LLP 2120 L Street NW, Suite 520 Washington, D C. 20037
<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Overnight	William T. Ramsey Neal & Harwell 150 Fourth Avenue North Suite 2000 Nashville, TN 37219-2498
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Mark J. Ashby Senior Attorney Cingular Wireless 5565 Glenridge Connector Suite 1700 Atlanta, GA 30342 Phone: 404-236-5568 Fax: 404 236-5575 E-mail: mark.ashby@cingular.com
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Leon M. Bloomfield Wilson & Bloomfield LLP 1901 Harrison St. Suite 1630 Oakland, CA 94612 Phone: 510-625-8250 Fax: 510-625-8253 E-mail: lmb@wblaw.net
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<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	J. Barclay Phillips, Esq. Miller & Martin, LLP 1200 One Nashville Place 150 Fourth Avenue North Nashville, TN 37219 Phone: 615- 744-8446 Fax: 615- 256-8197 E-mail: cphillips@millermartin.com

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<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Henry Walker, Esq. Boult, Cummings, et al PO Box 198062 Nashville, TN 37219-8062 Phone: (615) 252-2363 Fax: (615) 252-6363 E-mail: hwalker@boultcummings.com
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<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Melvin J. Malone Miller & Martin PLLC 1200 One Nashville Place 150 4th Avenue North Nashville, Tennessee 37219-2433 Phone: 615-244-9270 Fax 615-256-8197 E-mail: mmalone@millermartin.com
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Mark Felton Sprint 6450 Sprint Parkway Mail Stop KSOPHN0212 -2A472 Overland Park, KS 66251 Phone: 913-315-9253 Fax: 913-315-0760 E-mail: mark.g.felton@mail.com

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<input checked="" type="checkbox"/>	Mail	Sprint
<input type="checkbox"/>	Facsimile	6360 Sprint Parkway
<input type="checkbox"/>	Overnight	Mail Stop KSOPHE0302-3C610
		Overland Park, KS 66251
		Phone: 913-762-1885
		Fax: 913-762-0527
		E-mail: bpruit01@sprintspectrum.com

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Marin Fettman
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